

AG Contract No. KR98 0194TRN  
ADOT ECS File No. JPA 97-223  
TRACS: H0192 21C  
Project: Highway Closure and Road  
Restriction Subsystem (HCRS)

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF WILLIAMS

THIS AGREEMENT is entered into 17 AUGUST, 1998,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION (the "State") and the CITY OF WILLIAMS, acting by and through  
its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate in installing and implementing a Highway Closure and Road Restriction Subsystem (HCRS) which will provide real time data relating to construction locations, traffic related maintenance activities, weather related road closures, roadway weather information, and traffic accident information to the traveling public, at an estimated cost of \$4,606.00, all at State expense.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 22606  
Filed with the Secretary of State  
Date Filed: 08/17/98  
Betsy Bayless  
Secretary of State

By: Nicky V. Greenwood

## II. SCOPE

### 1. The State will:

a. Provide an initial site survey, install the equipment hardware, which shall remain the property of the State, and the software which will contain all required state routes and GIS based routes in the database.

b. Provide connection to the State's central database, training for City personnel to operate the system, and provide the City with system repair and technical support, as well as system security.

c. Be responsible for the cost of a. and b. above, currently estimated at \$4,606.00.

d. After one (1) year of operation, confer with the City to decide whether or not to continue the program.

### 2. The City will:

a. Provide an appropriate limited access site for the equipment, a dedicated telephone line for connection to the central database, electrical energy with surge protection to operate the system and authorized personnel for data entry.

b. After one (1) year of operation, confer with the State to decide whether or not to continue the program, and assist the State in determining the effectiveness and the cost/benefit of the program. Provide maintenance to the equipment, and, in the event the program is terminated by either party, return the equipment to the State.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party upon thirty (30) days written notice to the other party, or by other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Williams  
City Manager  
113 S. 1st Street  
Williams, AZ 86046

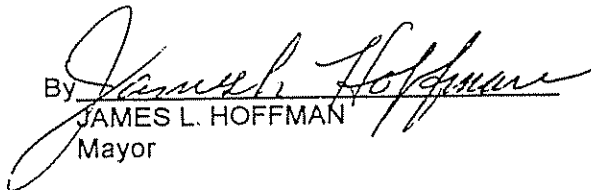
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

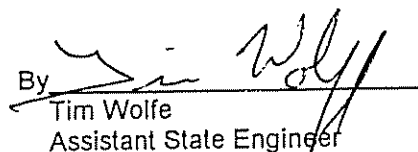
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF WILLIAMS

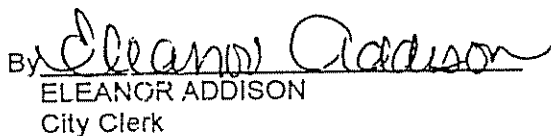
STATE OF ARIZONA

Department of Transportation

By   
JAMES L. HOFFMAN  
Mayor

By   
Tim Wolfe  
Assistant State Engineer

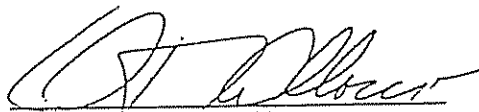
ATTEST

By   
ELEANOR ADDISON  
City Clerk

RESOLUTION

BE IT RESOLVED on this 10th day of December 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Williams for the purpose of defining responsibilities for the purpose of defining responsibilities for installing a highway Closure and road Restriction subsystem (HCRS) at the City to provide realtime data to the ADOT database on road closures, traffic delays, etc.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Ass't State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read "D. Allocco", is written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Larry S. Bonine, Director

RESOLUTION NO. 1059

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLIAMS, ARIZONA AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION AND THE CITY OF WILLIAMS RELATING TO THE HIGHWAY CLOSURE AND ROAD RESTRICTION SYSTEM.

WHEREAS, the State of Arizona ("State") is empowered by Ariz. Rev. Stat. Ann. § 28-401 to enter into agreements with municipalities relating to use and operation of highways and roads; and

WHEREAS, the City of Williams ("City") is empowered by Ariz. Rev. Stat. Ann. § 48-572 to enter into agreements relating to streets and rights-of-way within the City of Williams; and

WHEREAS, the State and the City desire to participate in installing and implementing a highway closure and road restriction sub-system which will provide real time data relating to construction locations, traffic related maintenance activities, weather related road closures, road weather information and traffic accident information to the public, all at the State's expense; and

WHEREAS, the City will provide an appropriate limited access site for the equipment, a dedicated telephone line for the connection of a central database, electrical energy with surge protection to operate the system and authorized personnel for data entry; and

WHEREAS, it is in the public interest of the City to enter into the foregoing Agreement.

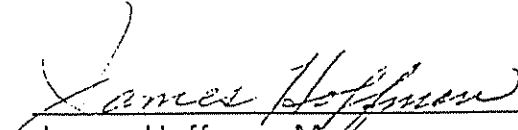
NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Council of the City of Williams, Arizona as follows:

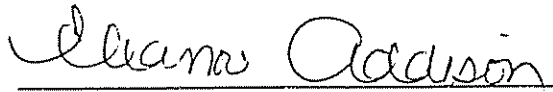
That the City of Williams acting by and through James Hoffman, Mayor, is authorized and directed to enter into an agreement with the State of Arizona in connection with the City's participation, installation and implementation of a highway closure and road restriction sub-system which will provide real time data relating to construction locations, traffic related maintenance activities, weather related road closures, road weather information and traffic accident information to the public, at an estimated cost of \$4,606.00, all at the State of Arizona's expense.

**BE IT FURTHER RESOLVED:**

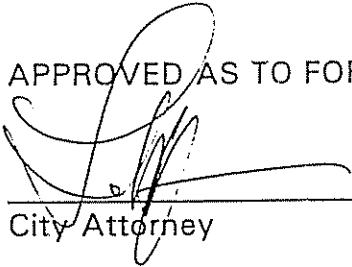
That the Mayor is hereby further authorized to execute and deliver said intergovernmental agreement to the State of Arizona for implementation.

PASSED, APPROVED AND ADOPTED this 9th day of July, 1998, by a vote of 7 in favor, 0 opposed.

  
James Hoffman, Mayor

  
Eleanor F. Addison, City Clerk

APPROVED AS TO FORM:

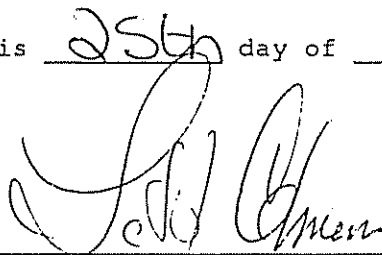
  
City Attorney

Williams\Reso\Highway-Res

APPROVAL OF THE WILLIAMS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF WILLIAMS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 25th day of June, 1998.

A handwritten signature in cursive script, appearing to read "J. D. Green", is written over a horizontal line.

City Attorney/

## HIGHWAY CLOSURE AND ROAD RESTRICTION SUBSYSTEM (HCRS)

The Highway and Road Restriction Subsystem (HCRS), hereafter described as HCRS, is an automated management tool developed for the Arizona Department of Transportation. The HCRS is to provide a state-wide central data repository comprised of construction locations, traffic related maintenance activities, weather related road closures, roadway weather information, and traffic accident information collected from different authorized agencies. The value of this subsystem is based on the data quality, user accessibility, timeliness, and area of coverage. This data will be used to ensure that diversion route advisories do not inadvertently guide motorists to closed or partially closed roadways. ADOT has elected to go to outside agencies/offices, for them to act as pilots, because these agencies/offices have data that is not available to ADOT.

The HCRS system is a tool that will benefit the traveling public. Through more timely information, better traveler information for pre-trip planning, quicker notification for incident management, or emergency notification. The availability of weather related incidents, as to which roads are closed/open, will allow the traveling public the option of selecting another route.

The equipment will be installed, having been procured by ADOT, and will be supported by ADOT (hardware and software) for a period of one (1) year. At that time, both participants in this agreement, will decide whether the partnership shall continue. If it is agreed to by both parties that the agreement shall continue, the outside agency/department shall obtain hardware support for the equipment. The support of the software will remain the responsibility of ADOT.





GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2997

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**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-0194TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE August 11, 1998.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/14411

Enc.